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Attorneys for ASPLUNDH CONSTRUCTION, LLC

**UNITED STATES BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

PACIFIC GAS AND ELECTRIC  
COMPANY,

Debtors.

☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors  
*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Case No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**DECLARATION OF DAVID G.  
MCGINLEY IN SUPPORT OF  
ASPLUNDH CONSTRUCTION, LLC'S  
RESPONSE TO REORGANIZED  
DEBTORS' TWENTY-FIRST  
OMNIBUS OBJECTION TO CLAIMS  
(BOOKS AND RECORDS CLAIMS)**

Date: January 27, 2021

Time: 10:00 a.m.

Place: (Telephonic Appearance Only)

450 Golden Gate Avenue

Courtroom 17, 16<sup>th</sup> Floor

San Francisco, CA 94102

Related Docket No. 9272

I, David G. McGinley, declare:

1. I am Vice President of Asplundh Construction, LLC ("Asplundh"), a creditor in the captioned bankruptcy proceedings. The matters stated below are made and based upon my personal knowledge, except for those matters stated upon information and belief, and as to those matters I

1 believe them to be true. If called as a witness, I could and would competently testify to the matters  
2 set forth below.

3 2. The Reorganized Debtors' Twenty-First Omnibus Objection to Claims (Books and  
4 Records Claims) ("Objection") requests that the Court disallow approximately \$907,623.02 of  
5 Asplundh's Claim No. 17001 ("Prepetition Services Claim").

6 3. The Prepetition Services Claim, in the amount of \$4,170,913.06, is based upon  
7 prepetition electric transmission and distribution construction services that Asplundh provided to  
8 debtor Pacific Gas and Electric Company, including, but not limited to, erection and replacement of  
9 poles, wires, equipment and electric appurtenances.

10 4. An invoice summary reflecting the amount due and owing to Asplundh as of the  
11 petition date is attached to the Prepetition Services Claim.

12 5. Several months ago, Asplundh voluntarily produced to representatives of the Debtors  
13 copies of all invoices and other relevant documents related to the Prepetition Services Claim.  
14 Asplundh also communicated in good faith with the Debtors' claims representatives concerning the  
15 Prepetition Services Claim and supporting documentation.


16 6. Asplundh contacted the Debtors' claims representatives to request an explanation of  
17 the objection grounds. Eventually, the Debtors' claims representatives produced a document  
18 providing some additional information about the basis for the Objection, which Asplundh has  
19 reviewed.

20 7. Following further investigation, Asplundh will agree to reduce its claim by \$263,000,  
21 leaving the sum of \$644,623.02 ("Remaining Disputed Amount") as the remaining amount in dispute.

22 8. The Debtors' claims representatives have informed Asplundh that the invoices  
23 associated with the Remaining Disputed Amount have been "rejected by PG&E."

24 9. The Debtors' claims representatives have not provided an explanation of why the  
25 invoices associated with the Remaining Disputed Amount were "rejected."  
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1 I declare under penalty of perjury under the laws of the United States of America that the  
2 foregoing is true and correct. Executed on December 15, 2020, at Willow Grove, Pennsylvania.  
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8 DAVID G. MCGINLEY  
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